

U.S. Environmental Protection Agency
Office of General Counsel (OGC)
Statement of Work (SOW)
EQUITY ASSESSMENT
June 2021

SECTION I

1.1 General Purpose and Scope: Contractor shall support the U.S. Environmental Protection Agency (EPA) - Office of General Counsel's (OGC) Anti-Racism and Workplace Equity Plan efforts. The Contractor will provide OGC's leadership information and guidance to identify through an equity assessment what is needed to drive meaningful change within OGC. The Contractor will utilize focus groups and surveys, etc. to help OGC employees describe, discuss, and effectuate a workplace culture that allows all to contribute and creates an inclusive workplace. This workplace is equitable in its recruiting, retention, and the advancement for all dimensions of diversity. The contractor will focus on all levels of experiences and OGC core values. The contractor will assist OGC to create a workplace in which professional advancement is possible for employees of all demographics, including - gender, race, sexual orientation, age, disability, and veteran status. All these factors have a direct impact on everything from retention to return on our investment through adequate training opportunities, mentoring, counseling, and coaching opportunities. The contractor will suggest appropriate training to help promote workplace and professional development equity and to help protect our work-life balance. OGC wants to expand its ability to recruit and retain the best and most diverse talent by improving the equity and accessibility of jobs, promotion opportunities, and career development. In OGC, we hope to create a working environment where all can uniquely and fully contribute to our agency's mission. OGC will ensure that all employees are an integral part of an Equitable Workforce and Workplace that ultimately benefits everyone.

1.2 Period of Performance: The period of performance shall start from the date of award through September 30, 2022. Within the period of performance, the contractor shall complete the equity assessment within the first six months and provide ample opportunity for post-assessment discussion and implementation of contractor recommendations. During this period of performance, the contractor shall submit an invoice covering the applicable work performed in accordance with prescribed EPA billing and invoicing policies and procedures found in the FAR and EPAAG. The contractor shall provide to the CO/COR financial and progress reports.

1.3 Place of Performance: All work is to be performed at the contractor's site and additionally via TEAMS, ZOOM, webinar or other platform for training or meetings and briefings with the CO/COR, management, supervisors, and employees as required. The EPA does not yet have a date to return to EPA's Headquarters office located at 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460. The opening of our building/physical location is contingent upon the forthcoming Federal government guidelines and workplace safety and mandates.

1.4 Contract Administration: The administration of this contract will require the maximum coordination between the Government representatives and the Contractor: The following EPA individuals will be the Government's point of contact during the performance of this contract:

- **Contracting Officer Representative (COR):**
Patricia Durrant
U.S. EPA Headquarters
1200 Pennsylvania Avenue, N.W.
Mail Code: 1230A
Washington, D.C. 20460
Telephone: (202) 566-0913
Email: Durrant.patricia@epa.gov
- **Alternate Contracting Officer Representative (ACOR):**
Christie Watkins
U.S. EPA Headquarters
1200 Pennsylvania Avenue, N.W.
Mail Code: 1230A
Washington, D.C. 20460
Telephone: (202) 564-2802
Email: Watkins.christie@epa.gov

SECTION II – BACKGROUND

The U.S. Environmental Protection Agency (EPA) Office of General Counsel supports the Agency's mission to protect human health and the environment. The Office of General Counsel (OGC) is the chief legal advisor to EPA, the federal agency with primary responsibility for implementing the nation's environmental laws. These laws include the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation and Liability Act ("Superfund"). OGC lawyers provide legal counsel to EPA policy makers, thus providing critical input to rules, regulations, and guidance documents that are promulgated and issued to implement the Agency's statutory obligations. In addition, OGC attorneys aid Congress on national legislation affecting the environment and address international law issues. Working with EPA headquarters and regional offices, OGC attorneys also provide legal support for the issuance of permits, and the approval of state environmental programs. OGC lawyers collaborate with the Office of Enforcement and Compliance Assurance and regional attorneys and provide legal support for the initiation and litigation of enforcement actions. In addition, OGC lawyers, together with attorneys in the U.S. Department of Justice, Headquarters, and local offices of the United States Attorney, represent the Agency in court challenges to agency actions (such as regulations), appeals, and Supreme Court litigation. OGC lawyers carry out these functions not only with respect to EPA's environmental programs, but also in connection with EPA's day-to-day

operations, including entering into contracts, awarding grants, managing property and money, protecting EPA's intellectual property, advising on eDiscovery, records, and information issues, and working with EPA's employees.

SECTION III - TASKS

Under this Statement of Work, the Contractor shall perform the following tasks and technical specifications:

TASK 1: ASSESS and EVALUATE DIVERSITY, EQUITY, and INCLUSION within OGC

The contractor will conduct an overall OGC equity assessment pertinent to the development of measurable goals and objectives that augment the office's Anti-Racism and Workplace Equity Plan to support all OGC staff. The contractor will solicit feedback from OGC leadership, managers, supervisors, and employees to assist with the development of these measures, goals and objectives for the future workforce and workplace environment, using surveys and focus groups to assess and evaluate diversity, equity, inclusion, and accessibility within OGC. The contractor will assist OGC with the development and implementation of a mechanism to continuously monitor feedback from managers, supervisors, and employees.

TASK 2: ASSESS BEST PRACTICES

The contractor will assist OGC with creating an equitable workplace utilizing a customized approach to workplace and workforce equity that will fit EPA/OGC culture, mission, and vision. The contractor will assist with the development of cultural norms along with effective and best practices.

TASK 3: ASSESS OGC's POLICIES/PROCEDURES/GUIDELINES

The contractor will undertake a review of OGC policies/procedures/guidelines and make recommendations to management on changes that could enhance and establish anti-racism, equity, diversity, inclusion, and accessibility in OGC. The contract will identify and facilitate consistent and equitable application of current/updated policies, procedures, and guidelines OGC- wide. This will include planning and performance expectations on-site at Headquarter offices and in a remote environment.

TASK 4: DECISION-MAKING PROCEDURES and LESSONS LEARNED

The contractor will work with OGC to establish a meaningful approach to employee engagement, team building, mentorship, coaching, and learning that will help the office become more equitable. The contractor's equity assessment will include the goals stipulated in the OGC Anti-Racism and Workplace Equity Plan. A copy of the latest plan will be provided to the contractor for review, evaluation, and assessment of diversity, equity, and inclusion within OGC. The contractor will include any workforce and workplace lessons learned for both pre and post COVID-19 pandemic.

TASK 5: PREPARE A WRITTEN REPORT

The contractor will prepare a written report that summarizes the equity assessment findings and includes recommendations for making OGC more equitable. The written report should also include a framework for addressing identified equity, diversity, inclusion, and accessibility issues.

SECTION IV - DELIVERABLES

The Contractor shall provide all written deliverables in draft form to the CO/COR. The Contractor shall address all comments provided by the COR on the draft deliverables. Each deliverable will be subject to review and acceptance by the COR and will conform to the requirements stated in the Project Plan. All documents produced under this SOW shall be created in Microsoft Word, Microsoft Excel, or other Windows-compatible software as approved by the COR. The COR requests the documents be delivered in hard copy and electronic format. The Contractor shall participate in regular meetings called by EPA OGC (typically weekly) to discuss status, specifications, work plans, schedules, and related topics. The meetings are usually held on-site at EPA in Washington, D.C. The Contractor Project Manager shall document, and the COR shall approve discussion and action items from each meeting. Within seven (7) business days of award, the Contractor shall meet with the COR to discuss project management including, but not limited to, introduction of Contractor and Government staff, agreement on meeting schedules, and agreement on initial staffing. The Contractor will be prepared to fully staff all labor categories and required skill sets and begin full operational responsibilities with EPA OGC within two (2) weeks of the award of the contract. The COR will monitor the performance to ensure that acceptable levels of quality materials/surveys/assessments are achieved.

SECTION V – GENERAL REQUIREMENTS

The Contractor shall have experience in conducting equity assessments, working with focus groups, and conducting surveys. If the contractor will provide OGC a Guide, Brochure or Manual, technical writing and editing skills will be required. It is highly desirable for the Contractor to be familiar with Federal Acquisitions, as well as, other business and management disciplines. The Contractor must be able to work with multiple levels of OGC staff, possible internal stakeholders and to prioritize workload to meet frequent deadlines. The Contractor shall provide advice for managers in both written and electronic formats. The Contractor must be able to participate in meetings, and conduct research and analysis on applicable policies, procedures, and guidance to accurately organize them. The Contractor must produce all written materials in clear, readable, engaging, and understandable Standard English. All property, data and information provided by the Government in the performance of this task remains the property of the Government and shall be surrendered to the government upon completion or termination of this requirement. Likewise, all deliverables generated under this requirement remain the property of the Government. All written material produced under this contract become the property of the U.S. Government. The Contractor must perform the requirements of this SOW, and in doing so must provide, their own office supplies, phone service, writing software, and other support equipment or tools. The Contractor shall not respond to any media inquiries. When the Federal Government grants excused absence to its employees, assigned Contractor

personnel may also be dismissed. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified.

5.1 OWNERSHIP

EPA shall retain exclusive rights and be the sole owner of all deliverable products produced in this initiative to include documentation and data. EPA shall retain the right to re-produce all deliverables including any guide, brochure or manual produced for this contract. EPA produced deliverables and deliverable formats to be provided to the vendor shall be determined and negotiated at contract award. EPA shall be the exclusive and sole owner of all EPA produced deliverables provided to the Contractor for work on his contract.

5.2 REVIEW AND APPROVAL

If necessary, the Contractor should develop a draft Guide, Brochure or Manual prior to the final version, which will be reviewed (that is validated) by the OGC Director/Senior Resource Official (SRO) and COR. The Contractor should then develop the final version of the submitted draft Guide, Brochure or Manual to be approved by the OGC Director/SRO and COR. Signature approval indicates that the documents have been both reviewed and approved by the COR and OGC Director/SRO. As per the Government Paperwork Elimination Act, the use of electronic signature, as well as electronic maintenance as submission, is an acceptable substitution for paper, when practical.

SECTION VI – MISCELLANEOUS

6.1 Travel

The Contractor will be required to travel to the EPA facility in Washington, D.C. as necessary, to support meetings with the EPA COR/ACOR and designated representatives.

6.2 Subcontractors

If the Contractor plans to use Subcontractors under this contract, the Contractor shall identify, by Task all subcontractors within ten (10) business days from receipt of SOW. The Contractor shall obtain the CO's express written approval for use of Subcontractors.

6.3 Section 508 ACCESSIBILITY STANDARDS NOTICE

This contract is subject to 36 CFR Part 11, Section 508 of the Rehabilitation Act which requires that, all communications products and services that require a Contractor or consultant to produce content in any format that is specifically intended for publication on, or delivery via a federally owned or federally funded website permit the following:

- Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by federal employees who are not individuals with disabilities.
- Members of the public with disabilities seeking information or services from a federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

- The following Section 508 accessibility standards apply to the content or communications material identified in this SOW:
 - 11.94.22 Web-based Intranet and Internet Information and Application

6.4 SECURITY

Pursuant to Federal Acquisition Regulation (FAR) clause 52.204-9, the Contractor shall comply with Agency personal identity verification (PIV) procedures that implement Homeland Security Presidential Directive – 12 (HSP-12) Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall insert this clause in all subcontracts when the Subcontractor is required to have physical access to a federally controlled facility and/or access to a federally controlled information system.

6.5 Methodology for Work Tasks

We will provide the Contractor with the web link to access related policies, procedures, guidelines, and best practices currently in use, upon contract award. All work performed by the Contractor must adhere to the policies and guidance in the following manuals:

- Federal Acquisition Regulation and Agency Deviations
- EPA Acquisition Guide
- EPA Information Resources Management Policies Manual
- EPA Information Security Manual
- EPA Operations and Maintenance Manual
- Management of Federal Information Resources, (OMB Circular A130)

SECTION VII – PROJECT PLAN

- Within seven (7) business days after task order award, the Contractor shall facilitate and participate in a project management kick-off meeting. The meeting will be scheduled by EPA and will be held either virtually via TEAMS, ZOOM or otherwise or in Washington, D.C. contingent upon Federal mandates at the time of award. The purpose of this meeting is to identify the key EPA and Contractor POCs, detail the content for status reports, financial status reports, invoice requirements and other administrative concerns. Additionally, the Contractor shall be prepared to discuss the project requirements with the EPA project team for the purposes of clarifying existing business requirements and establishing the project work plan and schedule.
- The Contractor shall participate in meetings as needed pertaining to technical requirements, and financial status. The COR will schedule and conduct the meetings. In addition, the Contractor shall be available to answer questions via email, by telephone and during meetings when the COR provides the Contractor with a written request.
- The Contractor shall develop and maintain a Project Plan that details the sequencing of the SOW tasks as well as expected delivery dates for key products and services within 15 business days after contract award. The Contractor shall continue to maintain the plan's schedule as priorities change and other factors influence the delivery of effort for the

SOW's tasks. The Contractor shall be prepared to discuss the Project Plan's management processes, expenditure tracking, issues, any schedule delays at these meetings if the COR provides the Contractor with a written request prior to any meeting. The Contractor's expenditures tracking shall include current staffing as well as other significant expenditures that the COR requests.

- The Contractor shall immediately notify the COR and CO of all actual or potential problems that are or that could potentially be encountered and/or scheduled delivery dates that can't be met. The Contractor shall notify the COR via email, when the Contractor's estimated costs are expected to fall outside the range of plus or minus 10% of the Contractor's proposed or approved budget. The Contractor's notification regarding actual or potential problems shall be by 1) telephone and Problem Notification Reports (PNRs), or 2) email and PNRs. The Contractor shall raise any issues of concern or questions related to the activities in this SOW to the COR and CO.
- The Contractor's management reporting shall consist of preparing the content included in the Program Management Reviews (PMRs) and the Financial Status Reports (MFSRs). The Contractor shall also produce content for all Status Reports (MSRs) by the 5th day of each calendar month.
- The Contractor shall provide an invoice at the end of this project with acceptable deliverables as deemed to have met the requirements under this contract. This invoice shall follow the EPAAR Clause 1552.232.74 Payment – Simplified Acquisition Procurements Financing. Within this clause, the payment schedule must be stated and agreed upon between parties. Note that this clause does not authorize advanced payments.
- The COR and/or ACOR must be present at *All* meetings. The meetings may occur, in person, at EPA, or via conference call. If the Contractor has any agenda items for the meetings, the Contractor shall provide an electronic copy of proposed agenda via email two (2) business days before scheduled meetings. The Contractor shall produce Technical/Status Meetings (TSM) reports within two (2) business days after meeting.
- The Contractor shall provide a status progress reports to the COR prior to the expiration of the contract. The COR will meet with the Contractor to conduct performance status updates and reviews.

SECTION VIII – DELIVERABLE SCHEDULE AND GENERAL ACCEPTANCE CRITERIA

The following deliverables shall be delivered to the Contracting Officer's Representative (COR) within the timeframes indicated for review and acceptance. The Contractor shall provide the first draft of the developed and designed equity assessment within the Period of Performance. For each deliverable, the Contractor shall submit draft copies for review and approval to the COR/CO. Upon completion, of each of the required documents, the Contractor shall submit three printed documents (hard copy) of each and email one electronic copy to the COR. The final inspection and acceptance criteria include:

Accuracy of Information

- a. *Accuracy:* Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- b. *Clarity:* Work products shall be clear and concise. Any/All presentations, diagrams, content shall be easy to understand and be relevant to the supporting narrative.
- c. *Consistency to Requirements:* All work products must satisfy the requirements of this SOW.
- d. *Timeliness:* Work products shall be submitted by the due date specified in this SOW or submitted in accordance with a later scheduled date determined by the COR.
- e. *File Editing:* All text and diagrammatic files shall be editable by the COR.
- f. *Format:* Work products shall be submitted in hard copy and in media mutually agreed upon prior to submission. Unless otherwise specified by the COR, hard copy formats shall follow specified Directives or Manuals.

<i>Office of General Counsel (OGC) EQUITY ASSESSMENT</i>		
Deliverable Schedule		
Name	Due (if applicable)	Acceptance Criteria (See above)
1. Kick-off Meeting	Due within seven (7) business days after contract award	The Contractor shall facilitate and participate in a project management kick-off meeting. The meeting will be scheduled by EPA and will be held in Washington, DC.
2. Project Plan	Due within fifteen (15) business days after contract award	The project plan shall be written in clear, understandable English that is devoid of grammatical, spelling and cut and paste errors. Request at kick off meeting and due the following week.
3. Ad hoc Meetings	As needed	The meeting will be scheduled by EPA and will be held in Washington, DC. Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut and paste errors. Meeting summary report

		shall be delivered within 5 days after meeting.
4. Monthly Status Reports (MSRs)	Due on the 5 th day of each month.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut and paste errors. Documents shall be delivered on time.
5. Invoice	Contingent upon timeframe of total project and contract POP. Final Invoice due within 15 days of the expiration of the contract.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut and paste errors. IAW EPAAR Clause 1552.232 for expenditures and explanations, as needed. Documents shall be delivered on time.
6. Monthly Financial Status Reports (MFSRs)	Due fifteen (15) business days of Contractor's invoice.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut and paste errors. Provide current accurate and complete financial information. Documents shall be delivered on time.
7. Technical/Status Meeting Reports	Due within five (5) business days after meeting.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut and paste errors. Documents shall be delivered on time.
8. Identify Subcontractors, if needed	Due within 10 business days from receipt of SOW.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut & paste errors. Documents (including supporting documents and resumes) shall be delivered on time.

9. Final Report Requirements	First draft written report containing the contractor's recommendations due no later than seven months from the start of the contract POP.	Documents shall be written in clear, understandable English that is devoid of grammatical, spelling and cut and paste errors. Documents shall be delivered on time.
--Revised Document for Approval	Due 15 business days after EPA's comments on initial draft.	
--Final Document in Hard and Electronic Copy	Due within 30 days after 1 st Draft Due 30 days prior to end of POP	